

SOLICITATION, OFFER AND AWARD

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1. This contract is a rated order under DPAS(15 CFR 350) RATING:

2. CONTRACT NO.	3. SOLICITATION NO. DTRS57-97-B-00026	4. TYPE OF SOLICITATION [X] SEALED BID (IFB) [] NEGOTIATED (RFP)
5. DATE ISSUED October 8, 1997	6. REQUISITION/PURCHASE REQ. NO. 77-3107	
7. ISSUED BY CODE DOT/RSPA/VOLPE NATIONAL TRANSPORTATION SYS.CENTER,DTS-852 55 BROADWAY, KENDALL SQUARE CAMBRIDGE, MA 02142	8. ADDRESS OFFER TO (If other than Item 7) DOT/RSPA/VOLPE NATIONAL TRANSPORTATION SYS.CENTER,DTS-852 55 BROADWAY, KENDALL SQUARE CAMBRIDGE, MA 02142	

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Rm 244 , until 2:00 p.m. local time on November 14, 1997. CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME: Guy H. Hillman
B. TELEPHONE NO.: (617) 494-3401 (No Collect Calls)

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EXCEPTION TO STANDARD FORM 33

STANDARD FORM 33(REV-4-85)
FAR(48 CFR) 53.214(C)

SOLICITATION, OFFER AND AWARD

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)
 10 Calendar days ____% 20 Calendar days ____% 30 Calendar days ____% ____ Calendar days ____%

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO	DATE	AMENDMENT NO	DATE
--------------	------	--------------	------

15A. NAME AND ADDRESS OF OFFEROR
 Code: Facility:

16. NAME AND TITLE OF PERSON
 AUTHORIZED TO SIGN OFFER

(Type or Print)

15B. TELEPHONE NO. (Include Area Code) _____

15C. ☐ CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE--ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE:

18. OFFER DATE:

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED
 APPROPRIATION

20. AMOUNT

21. ACCOUNTING AND

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
☐ 10 U.S.C. 2304(c)() ☐ 41 U.S.C. 253(c)()

23. SUBMIT INVOICES TO ADDRESS IN ITEM 25:(4 copies unless otherwise specified)

24. ADMINISTERED BY CODE
 (If other than Item 7)

25. PAYMENT WILL BE MADE BY CODE
 DOT/RSPA/VOLPE NATIONAL
 TRANSPORTATION SYS.CENTER,DTS-823
 55 BROADWAY, KENDALL SQUARE
 CAMBRIDGE, MA 02142

26. NAME OF CONTRACTING OFFICER
 DATE

27. UNITED STATES OF AMERICA

28. AWARD

(Type or Print)

(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form or on Standard Form 26,
 or by other authorized official written notice.

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SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF ITEMS

Item No.	Supplies/Services	Quantity	Unit	Quantity Offered	Unit Price	Total Amount
1.	Reconditioned 70 Ton Box Railcars (for carrying of Class A Explosives) Per Section J, Attachments J-1 Through J-2	up to 15	Each	_____	\$_____	\$_____
2.	Destination Charges					
a.	US Army Ammunition Plant Hawthorne, NV	each		\$_____		

NOTE: The firm fixed price includes all items called for herein and all destination charges to the delivery point specified in Section F.

Please provide your offer by indicating the quantity offered, the unit price for each boxcar, the total amount of your offer and the destination charge.

B.2 DESTINATION CHARGES

In addition to the offer for boxcars (Item 1), offerors are instructed to offer on the destination charge for the boxcars for the destination item 2 a. Offerors MUST OFFER ON THE destination above in order for their offer to be considered responsive. Awards will be made in accordance with Section M.2.

Offers submitted on a basis other than F.O.B. Destination will be considered nonresponsive and will be rejected.

B.3 PROCUREMENT PROCEDURES

The Government intends to acquire up to fifteen (15) Boxcars as specified in the Statement of Work, up to the available funding. The Government shall reserve the right to acquire less than the quantity stated in B.1.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS

 The Contractor shall furnish the necessary personnel, material, services, and facilities (except as otherwise specified), required to comply with the Statement of Work/Specifications included in Attachment(s) J-1 through J-2.

SECTION D
PACKAGING AND MARKING

D.1 PRESERVATION AND PACKAGING

Preservation, packing, and packaging of articles called for herein shall be in accordance with good commercial practices to assure delivery at destination.

SECTION E
INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES	AUG 1996
	- FIXED-PRICE	
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

E.2 POINT(S) OF DELIVERY AND INSPECTION/ACCEPTANCE

The points of delivery set forth in Section F are hereby designated as the places for final inspection and acceptance.

E.3 PERFORMANCE PERIOD FOR INSPECTION/ACCEPTANCE

Inspection and final acceptance will be performed Monday through Friday, 8:00 a.m. to 4:00 p.m. (local time). The point of delivery set forth in Section F, paragraph F.5. is hereby designated as the place for final inspection/acceptance.

SECTION F
DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY (JUL 1995)

- (a) The Government requires delivery to be made according to the following schedule:

ITEM NO.	QUANTITY	DESIRED DELIVERY SCHEDULE WITHIN DAYS AFTER DATE OF CONTRACT
1. Hawthorne, NV	up to 15	180 days after award

F.3 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (APR 1984)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of \$100.00.
- (b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default-Fixed-Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.
- (c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

F.4 COMMENCEMENT DATE

The commencement date for the work to be performed hereunder is the date the contract is signed by the Contracting Officer.

F.5 PLACE OF DELIVERY/PERFORMANCE

The place(s) of delivery/performance called for under this contract shall be:

U.S. Army Ammunition Plant Hawthorne, NV

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 1252.242-73 CONTRACTING OFFICER'S TECHNICAL
REPRESENTATIVE (OCT 1994)

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- (b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION

Contracting Officer: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

An Administrative Contracting Officer (ACO) may be designated by the Contracting Officer. The duties of an ACO include but are not limited to: analyze and make recommendations on Contractor's proposals, offers or quotations upon request of the Contracting Officer; and approve Contractor's invoices in accordance with the terms of the contract.

The Contracting Officer, Administrative Contracting Officer and Technical Representatives are located at:

DOT/RSPA/VOLPE NATIONAL
TRANSPORTATION SYSTEMS CENTER
55 BROADWAY, KENDALL SQUARE
CAMBRIDGE, MA 02142

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 GPO PRINTING REQUIREMENT

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.

H.2 TYPE OF CONTRACT

This is a firm-fixed price contract in accordance with Federal Acquisition Regulation FAR 16.202.

H.3 VOUCHER REVIEW

The Government may at its sole discretion arrange for a contractor to review vouchers and supporting data submitted for payment under the provisions of this contract. The Contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

H.4 WARRANTY

The following warranty provisions are in addition to the FAR Clause 52.246-17, Alternate I, and shall not limit the right of the Government under such clause.

The contractor shall provide a warranty for one year for the repair, replacement and labor of any defective part(s). The repairs shall be completed by the contractor at point of delivery or nearest approved shop. Any material or components replaced under the warranty provisions will be replaced by material or components meeting or exceeding the original requirements. Replacement under warranty will occur at no additional cost to the Government. The contractor will provide a complete listing of all assemblies, subassemblies, and parts for which the warranty is longer than one year.

Any warranties offered by manufacturer of assemblies, subassemblies, or parts which exceed the one year contract warranty will be assigned to the United States Government.

SECTION I
CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1996
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.211-5	NEW MATERIALS	MAY 1995
52.211-7	OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY	MAY 1995
52.214-26	AUDIT AND RECORDS--SEALED BIDDING	OCT 1995
52.214-29	ORDER OF PRECEDENCE - SEALED BIDDING	JAN 1986
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JUN 1997
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.225-10	DUTY-FREE ENTRY	APR 1984
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT 1996
52.225-21	BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM	JAN 1997
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS	APR 1984

	OR PUERTO RICO	
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES	OCT 1995
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 1995
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF
FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--
- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
 - (2) Rescind the contract with respect to which--
 - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--
 - (A) Exchanging the information covered by such subsections for anything of value; or
 - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
 - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

SECTION J
LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

ATTACHMENT NO.	TITLE	NO OF PAGES
J-1	Statement of Work/Purchase Description 70 Ton Box Cars	7
J-2	Paint Specifications	1

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 SIGNATURE

By execution and submission of this statement, the undersigned acknowledges that he/she has reviewed and, where appropriate, has fully and accurately completed each of the certifications and/or representations contained in Section K of this solicitation for the purpose(s) set forth herein, and that he/she has been authorized to do so on behalf of the offeror.

Signature

Typed Name, Title

Offeror

Date

**K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(APR 1985)**

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS
TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.4 52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

- (b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis._____

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity:
 - ☐ Sole proprietorship
 - ☐ Partnership
 - ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:
 - Name _____
 - TIN _____

K.5 52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)

(a) Representation. The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operation are controlled by one or more women.

K.6 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 1996) FAR 52.204-06

DUNS Number _____ (a) Contractor Identification Number, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

- (b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.
- K.7 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)
- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
 - (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
 - (ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.8 52.214-2 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING
(JUL 1987)

The bidder, by checking the applicable box, represents that--

- (a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture; or
- (b) If the bidder is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

K.9 52.214-14 PLACE OF PERFORMANCE--SEALED BIDDING
(APR 1985)

- (a) The bidder, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.
- (b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder
--	--

K.10 52.214-16 MINIMUM BID ACCEPTANCE PERIOD (APR 1984)

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of 120 calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: _____ calendar days.
- (e) A bid allowing less than the Government's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) of this clause or (2) any longer acceptance period stated in paragraph (d) of this clause.

K.11 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(JAN 1997)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 3743.
- (2) The small business size standard is no more than 1000 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.
- (3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other

concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

"Women-owned small business concern", as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of a fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and

- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.12 52.219-2 EQUAL LOW BIDS (OCT 1995)

- (a) This provision applies to small business concerns only.
 - (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.
-
-

- (c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

K.13 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--
 - (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - (2) Retain the certifications in the files; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.14 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(APR 1984)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.15 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.16 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.17 52.223-4 RECOVERED MATERIAL CERTIFICATION
(MAY 1995)

The offeror certifies, by signing this offer, that recovered materials, as defined in FAR 23.402, will be used as required by the applicable purchase descriptions.

K.18 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE
REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulations; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.19 52.225-20 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE
AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS
PROGRAM CERTIFICATE (JAN 1997)

(a) The offeror certifies that each end product being offered, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program") and that

components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(b) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

- (c) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products.

The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program.":

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

- (d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
 BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
 PROVISIONS

NUMBER	TITLE	DATE
52.211-6	LISTING OF OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY	MAY 1995
52.214-1	SOLICITATION DEFINITIONS - SEALED BIDDING	JUL 1987
52.214-3	AMENDMENTS TO INVITATIONS FOR BIDS	DEC 1989
52.214-4	FALSE STATEMENTS IN BIDS	APR 1984
52.214-5	SUBMISSION OF BIDS	MAR 1997
52.214-6	EXPLANATION TO PROSPECTIVE BIDDERS	APR 1984
52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	MAY 1997
52.214-9	FAILURE TO SUBMIT BID	JUL 1995
52.232-15	PROGRESS PAYMENTS NOT INCLUDED	APR 1984
52.214-10	CONTRACT AWARD - SEALED BIDDING	JUL 1990
52.214-12	PREPARATION OF BIDS	APR 1984
52.214-17	AFFILIATED BIDDERS	APR 1984
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991

II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12)
 PROVISIONS

NUMBER	TITLE	DATE
1252.247-73	F.O.B. DESTINATION ONLY	OCT 1994

- L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

- L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Guy H. Hillman
 U. S. Department of Transportation
 Volpe National Transportation Systems Center
 Kendall Square, Room 244
 Cambridge, MA 02142

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 SOLICITATION MAILING INSTRUCTIONS

To facilitate proper handling of your bid, offer or amendment thereof, it is imperative that the outermost envelope/packaging which contains the bid/offer/amendment bear the attached label (if a label is provided herewith) or be addressed in the format presented in the "Issued by" Block on page 1 of this solicitation.

L.5 INSTRUCTIONS FOR SUBMISSION OF IFB

1. The following are to be returned with the bid:
 - a. Solicitation, Offer and Award (Original and four copies of all pages of this IFB.
 - b. Representations and Certifications - Section K
 - c. Related Company Experience and Three (3) References
2. IFB's must be received by the time and date set forth in Block 9 on page 1.

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
 BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
 PROVISIONS

NUMBER	TITLE	DATE
52.214-22	EVALUATION OF BIDS FOR MULTIPLE AWARDS	MAR 1990
52.232-15	PROGRESS PAYMENTS NOT INCLUDED	APR 1984

M.2 METHODOLOGY FOR AWARD(S)

Awards will be made based on the lowest price per car by destination up to the required quantity of fifteen (15) Reconditioned 70 ton Box Railcars from those bids determined to be both responsible and responsive and meet the requirements of Attachments J-1 through J-2. The unit price bid will be added to the destination charge bid to determine the lowest price per unit, per destination. The Government may award less than the total quantity offered by a bidder. The amount of the cars for each destination is identified in Subsection F.2 of the solicitation. The Government will not make awards if price is considered unreasonable even if the total quantity is not achieved.

ATTACHMENT J-1
SPECIFICATIONS AND MINIMUM REQUIREMENTS FOR THE PURCHASE OF USED
RAILROAD BOX CARS
PR #77-3107 -August 7, 1996

The contractor shall provide rail cars, material and labor to recondition, inspect, test and deliver railroad box cars for transporting Class A explosives. Remanufacturing facilities proposed by the contractor shall have AAR certifications valid throughout the duration of the work contracted. The specifications and minimum requirements are listed below:

1. The railroad box cars shall satisfy all of the following documents in effect at the time of this procurement:
 - a) AAR Manual of Standards and Recommended Practices.
 - b) Field Manual of AAR Interchange Rules.
 - c) FRA Railroad Freight Car Safety Standards, CFR- 49, Part 215.
 - d) CFR-49, Part 174.104, Class A Explosives: Car Selection
 - e) CFR-49, Part 231, Railroad Safety Appliance Standards.
2. Box cars shall be from the national commercial fleet of rail cars 56 1/2 inch gage, a minimum load capacity of 70 tons and shall be a single side sliding door having a clear width dimension of 10 feet minimum. Door heights shall be in accordance with AAR Standards for sliding doors Plate B or C cars. Box cars shall be mounted on two 4-wheeled trucks.
3. All cars to be delivered in this contract shall meet the current AAR Interchange Rule 88 to and have an original built date on or after July 1, 1974.
4. All box cars shall be equipped with new or remanufactured journal roller bearings, and in accordance with AAR Specification M-934, Section H (all volumes).
5. The cars shall be in a condition to move Class A explosives as specified in Code of Federal Regulation CFR-49, Part 174.104 .
6. Specification requirements of the cars and trucks provided herein shall be specifically adhered to as stated below:

a) General Requirements

- 1) The interior length shall be 50' 6" \pm 6" minimum.
- 2) The cars provided herein shall meet AAR Clearance - Diagram plate "B" or "C", Equipment Diagram for Unrestricted Interchange Service and AAR Manual of Standards and Recommended Practices, Section C.
- 3) Painting shall be in accordance with Attachment J-4.
- 4) The cars provided herein shall be capable of negotiating a minimum 250' horizontal curve radius uncoupled.
- 5) All replacement parts on the cars and trucks shall be the same as on the original construction certificate or approved under the AAR Interchange Rules and AAR Recommended Standards and Practices in effect at time of reconditioning. All component manufacturing or remanufacturing must have AAR certifications of compliance as defined by AAR Recommended Standards and Practices in effect at the time work is done

b) Superstructure

- 1) All cars shall be steel sheathed wood-lined type.
- 2) Door width clearance shall be a minimum of 10 feet.
- 3) Door height clearance shall be determined by specifications outlined in AAR current Standard S-213.
- 4) Floor strength design shall be per AAR M-1001, Volume I, Section 4.1, Par 4.1.4.1 for lift truck wheel loads.
- 5) Box car superstructure and doors must be free of heavy rust and pits.
- 6) Box cars shall be watertight with doors in the closed position in accordance with AAR Recommended Standards and Practices Section C for water test fixtures.

c) Interior of Box

- 1) All box interiors shall be clean and free of any grease or lubricant residue.
- 2) Plywood floor covering or wall lining shall not be allowed over original wood flooring or wall lining.
- 3) Any steel structural damage is to be repaired to maintain the load carrying capabilities.
- 4) Wooden floors of box cars shall be totally renewed. Replacement shall be with tongue and groove boards 2 1/4 inches thick and 5 1/6 inches wide conforming to the AAR Manual of Standards and Recommended Practices, M-1001, Part II, Section 2.1.2.1.5.19 and also to the Code of Federal Regulations 49-CFR 174.104. Select lumber shall be installed after final painting of the box car frame members. Floor fastening shall be in accordance with current industry practices using threaded, countersunk bolts, frame clips and threaded nuts. Alternative methods of fastening shall be used only if pre-approved by the Contracting Officer. After installation, no deck boards shall vary more than $\pm 1/8$ inch in height from the center most deck board. Wood floors over steel floors shall use welded steel fasteners. No drilling or burning of steel floors to accommodate wood floor application will be allowed. Stud welding to steel floor top surface is acceptable.
- 5) All heads on bolts, frame clips, threaded nuts, etc. shall be countersunk so the top of the fastener will be $3/4"$ $\pm 1/16"$ from top of floor boards. Fasteners will be epoxy covered and no epoxy will protrude beyond board height.
- 6) Replacement wooden side linings shall be totally renewed with minimum $3/4"$ thick commercial standard CS45 interior type plywood conforming to Federal Specification NN-P-530 and shall be installed with no metallic material surfaces exposed. Metallic fasteners, if used, shall be epoxy covered with a minimum of $1/4"$ $\pm 1/16"$ of epoxy.

d) Underframe

- 1) Journal roller bearings shall be minimum 70 Ton capacity, non field-lubricated, new or reconditioned.
- 2) Steel spark shields shall be required under wood floors exposed to truck brakes.
- 3) Wheels shall be new cast carbon steel or new wrought Class "B" or "C" heat treated steel. Wheels shall be one wear, thirty-three (33) inches in diameter minimum. Wheels shall conform to the AAR Specification M-107.
- 4) All center plates are to be inspected, measured and reconditioned if needed, and lubricated with molybdenum disulfide discs and shall conform to current AAR Standard S-305.
- 5) Trucks shall be either stabilized or ride control type.
- 6) Car body bolster and truck bolster centerplates shall be matched and truck bolsters shall have the car road number and A or B end identified on them and shall conform to current AAR Standard S-312.

- 7) Truck frames, bolsters, snubbers and springs shall be reconditioned or new. Reconditioned truck side frames and bolsters shall conform to current AAR Standard M-203. Springs shall conform to AAR Standard M-1001 Appendix O.
- 8) Draft gear and cushion underframe devices shall be inspected and tested in accordance with maintenance guidelines provided as built per their respective manufacturers' specifications and maintenance manuals.

e) Brake System

- 1) Box cars shall be equipped with new high-friction composition brake shoes.
 - 2) Brake heads shall have provisions for rejecting cast iron high phosphorus brake shoes.
 - 3) New brake hoses shall be installed.
 - 4) Hand brake wheels shall be the vertical type and shall be mounted at the lower authorized position on the box cars.
 - 5) Box cars shall have all new or remanufactured brake valves.
 - 6) Brake valves shall be ABDW or better.
 - 7) All bearings shall be remanufactured or new non field-lubricated. Bearing work shall be performed within 6 months prior to shipment.
7. Contractor shall obtain and provide AAR approvals to change road marks and shall pay all fees required for administration, inspections and registration as required by the AAR Mechanical and Transportation Division for interchange.
8. All box cars shall be stenciled with either "USAX" or "DODX" as the new owner's mark. Box car numbers will be provided by the Contracting Officer after award of the contract. See attachment J.4 for box car paint specifications.
9. Before shipment of the box cars, the following tests and inspections are to be conducted. These tests and inspections may be witnessed by a DOT/VOLPE Center representative. The Contractor shall provide the Contracting Officer with a two-week notice prior to conducting all tests and inspections.

a) Testing

1) Brake System

The entire airbrake system shall be tested to insure correct functioning of all components. The cars shall be tested with a single car testing device in accordance with AAR code for the type of brake equipment used. All pipe joints shall be tested for leaks at an air pressure of 90 psi. Any air leaks or brake valve failure found shall be completely repaired and the car retested. The brake cylinder piston travel shall be as specified in Air Brake Specification No. 2518 and shall be tested for interference and correct travel.

2) Water Test

Box cars shall be tested for watertightness with doors in the closed position in accordance with AAR Recommended Standards and Practices Section C for water test fixtures. Any leaks found shall be completely repaired and the car retested.

b) Inspection Procedure

Each car shall be examined by the contractor and certified that it meets the specifications and minimum requirements of the specifications contained herein. The Volpe Center will inspect the cars during the reconditioning process. As the finished product is ready for shipment, the boxcars will be inspected at the contractor's plant and again at the Army installation facility, which will be the point of final acceptance. The Government will verify specification compliance at the point of final acceptance. The following check list shall apply:

1) Interior

Walls

No exposed nails, screws or other metal fasteners.
All interior wood is matched and even.

Floor

No exposed nails, bolts, screws or other metal fasteners.
Tongue and groove planking min. 2 1/2 inches thick.
All flooring shall be matched and even.
No drilling or burning of steel floors where wood deck overlay is permitted.
All surfaces are clean and free of dust, dirt and debris.

2) Exterior

General overall appearance is clean and structurally correct.
Structural damage is nonexistent or proper repairs have been made.
No evidence of sags or twist in car body.

Doors

All doors shall be straight, smooth without dents, roll smoothly and operable by one person.
All doors shall fit properly against the frame to insure that they are water tight.
All doors shall have operating double locks.

Body

Must be free from any tears, rips, large dents or severe corrosion or oxidation.
Properly stenciled according to AAR interchange rules.
A properly programmed AEI tag attached and registered with the AAR.
Check to insure outside vents are plugged.
Underframe is damage-free and structurally intact.

Trucks

Springs are correct for car application.
Wheels are in accordance with specifications.
Side bearings have proper clearances.
Wheel bearings are in accordance with AAR requirements.
Side frame matched in accordance with Rule 88 of (AAR).

Couplers

Check pockets for repairs or cracks.
Check for proper height of coupler (34 1/2 inch from top of rail to center).
Check and measure coupler knuckle for operation and condition.

Brakes

Check all air brake valves and system for correct functioning and proper size and type.
Check main reservoir, both emergency and main.
Check angle cocks, both A and B end.
Check all brake rigging for cotter pins and worn out lever pins.
Check brake levers for operation, contact with other car body.
Check hand brake for operation and correct application.
Check all safety hangers.

Ladders and walkways

Check for proper clearances and applications.
Check to insure ladders are secured properly.
Check end over draft gear walkways for application, sound condition and size.

Roof

Check to insure roof is totally free of pin holes or structural separation.

Paint

Mil thickness of top coat and primer in specification.
Colors are correct.
Stenciling is correct spelling and dimensions.
Stenciling to be level and straight.
Car numbers are verified on both sides of railcar.
No flaking, bubbling, orangepeel or scrapes.

c) Documentation

The contractor shall provide documentation upon delivery on all cars by road number. If the cars are identical, the documentation may be provided for each type of box car with a listing of the road numbers that apply to each type of car. The contractor shall provide to the Volpe Center as a deliverable eight (8) copies each of the information which covers the car dimensions and components for identification and maintenance and two (2) copies each of all certifications, tests, repairs and inspections. The contractor shall also provide the U.S. Army Troop Support Command AMSTR-WV the authority to copy and distribute for their use, any documentation including that which is copyrighted. The documentation is to include:

- 1) The car specification sheet (UMLER inputs).
- 2) General arrangement drawings as built.
- 3) A listing of all of the components on the car with the manufacturers' numbers, component model numbers and the required maintenance manuals for each type of truck, brake system, and underframe cushion device on the cars delivered.
- 4) A listing of all items that were changed, modified or replaced on each car for this procurement.
- 5) The results of all inspections and tests.
- 6) Documentation and listing of the AAR certified shops and personnel working on the cars.

10. All repairs, reconditions, inspections and tests must be conducted and documented by a shop which uses AAR approved practices and procedures and is recognized by the railroad industry. If the wheels or bearings have to be replaced, work must be performed by an AAR approved shop. The contractor's facilities must be serviced by a rail head and a recognized railroad. The facilities must also meet the OSHA and EPA recognized standards.
11. The contractor shall deliver to the Contracting Officer a schedule of production, inspection and delivery of the rail box cars and documentation two weeks after contract award notification.

Delivery Requirements and Schedule

- a) The contractor shall contact the Contracting Officer for confirmation of schedule dates of the inspection at contractor's plant and approval before shipment.
- b) All box cars shall be delivered within 180 days from the contract award date.
- c) Delivery of all fifteen (15) box cars will be to the U. S. Army Ammunition Depot at Hawthorne, Nevada.

ATTACHMENT J-2

Paint Specifications

Paint Specifications for box cars, shall conform to AAR Standard M-1001 Section C, Part II, Section 5.2.

Paint Classification: Urethane

Federal Color Standard: 595B

White #17925

Black #17038

Yellow #13538

Red #11105

Primer-Urethane Compatible

Substrate Primed Steel

Pre-treatment Sandblasted

Compliance Status 3.5 lbs/gal VOC mixed (maximum)

Application to Box cars

Car body:

Yellow

Under Frame: Black (underframe to be fully painted prior to floor installation).

Trucks: Black (fog coat only).

Doors: Red

Lettering Stenciling: Red on yellow (United States Army).

All other AAR or DOT required stenciling to be:

White on red and black on yellow.

Paint Thickness: 4 mil minimum dry thickness combined primer and top coat.